

1 HONORABLE RICHARD A. JONES
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12 UNITED STATES DISTRICT COURT
13 WESTERN DISTRICT OF WASHINGTON
14 AT SEATTLE
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16 BOARDS OF TRUSTEES OF THE PUGET
17 SOUND ELECTRICAL WORKERS
18 HEALTHCARE TRUST, et al.,

19 Plaintiffs,

20 v.

21 CEC ELECTRICAL CONTRACTING
22 LLC, et al.,

23 Defendants.

24 CASE NO. 18-cv-1166-RAJ

25 **PROPOSED ORDER GRANTING
26 PLAINTIFFS' MOTION FOR
27 DEFAULT JUDGMENT
28 AGAINST CEC ELECTRICAL**

29 This matter comes before the Court on Plaintiffs' Motion for Default Judgment
30 against CEC Electrical Contracting LLC ("Defendant" or "CEC Electrical"). Dkt. # 16.
31 For the reasons that follow, the Court **GRANTS** Plaintiffs' Motion.

32 At the default judgment stage, the court presumes all well-pleaded factual
33 allegations are true, except those related to damages. *TeleVideo Sys., Inc. v. Heidenthal*,
34 826 F.2d 915, 917–18 (9th Cir. 1987); *see also Fair House. of Marin v. Combs*, 285 F.3d
35 899, 906 (9th Cir. 2002). Where those facts establish a defendant's liability, the Court
36 has discretion, not an obligation, to enter a default judgment. *Aldabe v. Aldabe*, 616 F.2d
37 1089, 1092 (9th Cir. 1980); *Alan Neuman Productions, Inc. v. Albright*, 862 F.2d 1388,
38 1392 (9th Cir. 1988). The plaintiff must submit evidence supporting a claim for a
39 particular sum of damages. *TeleVideo Sys.*, 826 F.2d at 917-18; *see also* Fed. R. Civ. P.
40 55(b)(2)(B). If the plaintiff cannot prove that the sum it seeks is "a liquidated sum or

1 capable of mathematical calculation,” the Court must hold a hearing or otherwise ensure
2 that the damage award is appropriate. *Davis v. Fendler*, 650 F.2d 1154, 1161 (9th Cir.
3 1981).

4 Plaintiffs are employee-benefit Trust Funds, organized and operating under
5 Section 302(c) of the Labor Management Relations Act of 1947 to provide healthcare and
6 related benefits to eligible participants. Dkt. # 1 at 2. Defendant, CEC Electrical, is
7 bound to the Stockman Labor Agreement, 9th District Sound & Communications Labor
8 Agreement, Residential Labor Agreement, and Inside Construction Labor Agreement,
9 (collectively “Labor Agreements”) with the Puget Sound Chapter, NECA and the IBEW
10 Local 46 Union (collectively “Locals”). Under the terms of the Labor Agreements,
11 Defendant is required to promptly and fully report for and pay fringe benefits to Plaintiffs
12 for each hours of covered work performed by CEC Electricals’ employees.

13 The evidence shows that CEC Electrical is liable for failure to pay contributions
14 owed to Plaintiffs for the period February 2018 through August 2018. Dkt. # 18 at ¶ 6.
15 Specifically, the evidence demonstrates that Defendant failed to pay contributions in the
16 amount of \$645,271.27 and interest in the amount of \$23,354.86. Dkt. # 18 at ¶ 6. The
17 Trust Agreements, to which Defendant consented, also entitle Plaintiffs to liquidated
18 damages in the amount of \$67,631.58, and audit costs of \$10,732.50. Dkt. # 18 at ¶¶ 6,
19 11-12, Exs. 4-8.

20 In addition, Plaintiffs request attorney fees and costs. Dkt. # 16 at 6. Plaintiffs are
21 entitled to attorney fees and costs under ERISA § 502(g)(2)(D) which provides for the
22 award of reasonable attorney fees and costs in any unpaid contributions action in which a
23 judgment in favor of the plan is awarded. *See* 29 U.S.C.A. §§ 1132(g)(2)(D). Attorney
24 fees and costs are also provided for under the terms of the Trust Agreements. Dkt. # 18,
25 Exs. 4-8. Here, Plaintiffs are requesting attorney fees in the amount of \$5,778.50 and

1 costs of \$554.42. Dkt. # 19 at 2. The Court finds that Plaintiffs' evidence supports an
2 award of attorney fees and costs of \$6,332.92.

3 For the foregoing reasons, Plaintiff's Motion for Default Judgment Against
4 Defendant CEC Electrical is **GRANTED**. The Clerk is directed to enter default
5 judgment in accordance with this order.

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7 Dated this 15th day of November, 2019.

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11 The Honorable Richard A. Jones
12 United States District Judge